

**IN THE COURT OF APPEALS OF THE STATE OF MISSISSIPPI**

**NO. 2009-CA-02015-COA**

**THERESIA WALLS JONES**

**APPELLANT**

**v.**

**JOHNNY NEAL JONES**

**APPELLEE**

DATE OF JUDGMENT: 10/08/2009  
TRIAL JUDGE: HON. EDWARD E. PATTEN JR.  
COURT FROM WHICH APPEALED: LINCOLN COUNTY CHANCERY COURT  
ATTORNEY FOR APPELLANT: JOSEPH A. FERNALD JR.  
ATTORNEY FOR APPELLEE: DAVID LEE BREWER  
NATURE OF THE CASE: CIVIL - DOMESTIC RELATIONS  
TRIAL COURT DISPOSITION: GRANTED DIVORCE AND DISTRIBUTED  
MARITAL ASSETS NOT ALREADY  
DIVIDED BY PARTIES' AGREEMENT  
DISPOSITION: AFFIRMED: 10/18/2011  
MOTION FOR REHEARING FILED:  
MANDATE ISSUED:

**BEFORE GRIFFIS, P.J., BARNES AND ROBERTS, JJ.**

**ROBERTS, J., FOR THE COURT:**

¶1. Johnny Neal Jones and Theresia Walls Jones agreed to a divorce based on irreconcilable differences. Although they had stipulated to the distribution of a number of their assets, they requested that the Lincoln County Chancery Court distribute the marital assets that they were not able to agree upon. Aggrieved by the chancellor's methodology, Theresia appeals. Finding no error, we affirm.

**FACTS AND PROCEDURAL HISTORY**

¶2. Four years after they married, Johnny filed a petition for divorce based on alleged habitual cruel and inhuman treatment. He and Theresa later agreed to divorce based on their irreconcilable differences. They submitted a property list and valuation schedule of their property. They stipulated Johnny would receive personal property that was valued at \$36,344.50, and Theresa would receive personal property that was valued at \$11,855. They asked the chancellor to distribute the remaining items that included, among other things, the marital home, furniture, tools, and collectibles. Johnny and Theresa also requested that the chancellor divide the marital debt.

¶3. The chancellor concluded that approximately \$91,000 in marital assets were subject to equitable distribution. The chancellor, therefore, determined that Theresa and Johnny should each receive \$45,500 in marital assets. Although the marital home had a stipulated value of approximately \$134,650, the chancellor found that, due to the relatively short duration of the marriage, only the appreciation in the home's value from the beginning of the marriage should be subject to equitable distribution. The marital home had appreciated by approximately \$34,650 during the marriage. The chancellor awarded Theresa the marital home and all of the equity in it.

¶4. Combining the \$11,855 in stipulated personal property and the \$34,650 equity in the marital home, the chancellor concluded that Theresa received more than her \$45,500 share of the marital assets. Consequently, the chancellor concluded that Theresa should pay Johnny \$996 to cover the difference. Johnny received the personal property to which he and Theresa had stipulated, as well as the remaining disputed personal property.

¶5. As for the marital debt, the chancellor found that there was approximately \$16,850

in marital debt that should be divided between Theresa and Johnny. The chancellor concluded that each party should be responsible for \$8,425 of the marital debt. The chancellor held that Theresa would be directly responsible for \$3,467.50 of the debt, and he further ordered that Theresa was to pay Johnny \$4,957.50 to cover the remaining portion of her share of the marital debt. The total sum that Theresa was to pay Johnny was \$5,953, representing \$4,957 plus \$996.

¶6. Theresa appeals. She argues that the chancellor failed to make a fair apportionment of certain debts. Specifically, Theresa claims the chancellor erred because he failed to apportion the debt on the 2007 Nissan Altima. According to Theresa, Johnny should have to pay a share of the value of the debt “he created without her permission or knowledge.” Theresa also claims that if Johnny was responsible for a portion of the debt on the Altima, it would be unnecessary for her to pay him for a deficiency in the equitable distribution. In other words, Theresa claims the chancellor erred when he ordered her to pay a total sum of \$5,953 to Johnny.

¶7. Additionally, Theresa argues that the chancellor’s distribution was not supported by the facts. That is, Theresa claims that the chancellor erred when he awarded the used sixteen-foot, dual-axle trailer to Johnny. Theresa claims that Johnny waived his interest in the trailer. Additional facts, as necessary, will be related during our analysis and discussion of the issues.

### **STANDARD OF REVIEW**

¶8. “Chancellors are vested with broad discretion, and this Court will not disturb the chancellor's findings unless the court was manifestly wrong, the [c]ourt abused its discretion,

or the [c]ourt applied an erroneous legal standard.” *Humphries v. Humphries*, 904 So. 2d 192, 195 (¶7) (Miss. Ct. App. 2005). In other words, we will not disturb the chancellor’s findings of fact if those findings are supported by credible evidence and they are not manifestly wrong. *Id.*

## ANALYSIS

¶9. First and foremost, we note that, aside from stating that she does not challenge the chancellor’s analysis of the factors enumerated in *Ferguson v. Ferguson*, 639 So. 2d 921 (Miss. 1994), Theresa does not cite any law whatsoever to support her contentions that the chancellor erred in his equitable distribution.

¶10. We will not consider an assertion of error for which there is no authority cited. *Spalding v. Spalding*, 691 So. 2d 435, 439 (Miss. 1997) (citations omitted). An argument on appeal “*shall* contain the contentions of the appellant with respect to the issues presented, and the reasons for those contentions *with citations to the authorities*, statutes, and parts of the record relied on.” M.R.A.P. 28(a)(6) (emphasis added). Because Theresa failed to cite any authority to support her contentions on appeal, her assertions are procedurally barred. Notwithstanding the procedural bar, we will briefly address her issues on appeal.

### I. DEBT ON THE 2007 NISSAN ALTIMA

¶11. Theresa claims the chancellor should have apportioned the remaining debt on the 2007 Nissan Altima she received in the chancellor’s equitable distribution. At the time of the chancellor’s equitable distribution, the stipulated value of the Altima was \$19,350. There was \$14,500 remaining on the Altima note, with equity of \$4,850. According to Theresa, Johnny should have been ordered to pay one-half of the debt on the Altima. Theresa reasons

that if the chancellor would have apportioned part of the debt on the Altima to Johnny, it would have been unnecessary for her to pay Johnny \$5,953 because she received more assets and less debt than Johnny received. In other words, Theresa argues that the chancellor should have apportioned more debt to Johnny and more assets to her.

¶12. Theresa also claims that she did not want the Altima. The record reflects that Johnny surprised Theresa with the Altima, but they had been shopping for a new car, and she effectuated all of the necessary documents to complete the purchase of the Altima. It was certainly within the chancellor's discretion to conclude that it was marital property. Furthermore, it was also within the chancellor's discretion to forego apportioning part of the debt on the Altima to Johnny. As previously mentioned, the chancellor awarded Theresa the marital home, including the entire amount of the appreciation in value that had accrued since the marriage. Theresa also received other personal property worth \$11,855 and the Altima. Johnny did not receive any portion of the marital home. The chancellor awarded Johnny personal property according to his and Theresa's stipulation, as well as the seventy-three items that were disputed. Johnny received the remaining disputed personal property. Theresa actually received a greater share of the marital assets than Johnny received. Accordingly, the chancellor ordered Theresa to pay Johnny \$996.

¶13. The chancellor also apportioned the debt in an equitable manner. Theresa and Johnny had \$16,850 in marital debt. However, the chancellor held that Theresa would only be directly responsible for \$3,467.50 of the total marital debt. The chancellor apportioned the remaining debt to Johnny. For equity's sake, the chancellor then ordered Theresa to pay Johnny \$4,957.50 to make up the difference between what Theresa and Johnny were ordered

to pay in marital debt.<sup>1</sup> The chancellor's decision was supported by credible evidence. "Equitable distribution does not require an equality in the separate estates." *Striebeck v. Striebeck*, 5 So. 3d 450, 454 (¶15) (Miss. Ct. App. 2008) (citing *Owen v. Owen*, 798 So. 2d 394, 399 (¶14) (Miss. 2001)). Furthermore, the chancellor's decision was not manifestly wrong. This issue is procedurally barred and without merit.

## II. FLATBED TRAILER

¶14. Next, Theresia claims that the chancellor erred when he awarded a flatbed trailer valued at approximately \$900 to Johnny. According to Theresia, the evidence indicated that Johnny recognized that her father had a proprietary interest in the trailer. Theresia states that Johnny testified that she should have the trailer. Therefore, Theresia reasons that the chancellor should have awarded her the trailer.

¶15. Again, procedural bar notwithstanding, there is no merit to Theresia's claim. It is true that Theresia testified that the sixteen-foot, dual-axle trailer belonged to her father. It is also true that Johnny testified that Theresia could have the trailer. However, Johnny also testified that Theresia's father had given the used trailer to them as a gift, and they had used the trailer during their marriage. The chancellor ultimately held that "there is no credible evidence that the trailer was not a gift, and [as a] matter of fact, it just doesn't make sense that [Theresia's father] would have left the trailer [at the marital home] for four years without it being some type of gift." It was certainly within the chancellor's discretion to reach that conclusion. This issue is procedurally barred and without merit.

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<sup>1</sup> One-half of \$16,850 is \$8,425. \$8,425 minus \$3,467.50 equals \$4,957.50.

**¶16. THE JUDGMENT OF THE LINCOLN COUNTY CHANCERY COURT IS AFFIRMED. ALL COSTS OF THIS APPEAL ARE ASSESSED TO THE APPELLANT.**

**LEE, C.J., IRVING AND GRIFFIS, P.JJ., MYERS, BARNES, ISHEE, CARLTON, MAXWELL AND RUSSELL, JJ., CONCUR.**